



Document	Indicator	Pages
Slip	\	
Endorsements		
Lloyds Wording	\	
ILU Wording		
CCP		
Cover Note		
Certificate		
Broker Listing		
Work-up Papers	\	
Other	\	



41078

PID 41078

Policy Details:

Assured		EXXON CORPORATION
	Code	EXX
Policy No		1HB14850
Period		
	From:	01-JAN-81
	To:	01-JAN-82
Broker		C.T. BOWRING & CO., LTD.
	Code	509
Limits:		15,000,000
Excess:		20,000,000

COMMENTS

DATE 16-DEC-97

**C. T. BOWRING & CO.
(INSURANCE) LTD.**

509
CTB

POLICY NO. 1BHL4850		REF. NO.	
REGISTRATION		VAT. TAC. TRIBUNAL	
DOT CODE	REGISTRATION CATEGORY	YEAR	MONTH
4		81	1
ASURED/ACCOUNT		ADJUST. SCHEME	
		YES	NO
COUNTRY OF ORIGIN		MARINE	NON-MARINE AVIATION
U.S.A.		G	A
OVERSEAS BROKERS			
CURRENCY	SIGNED LINE	GROSS PREMIUM	
U.S.\$		INC. MAR	WAR ONLY
TOTAL	100.0000%	530,000.00	
LLOYDS	26.3429%	139,617.37	
I.L.U.	11.7404%	201,841.49	
GO19(F)	60.0000%	318,000.00	
OTHER COMPANIES	1.9167%	10,158.51	
C. P. A.	SERIAL NO.	CERTIFICATE NOS.	
YES	NO		
BUREAU SCHEME NO.		BROKERS COVER NO.	

Type: Liability
Form: J(a)
Assured: For account of EXXON CORPORATION and Affiliated Companies et al. and/or as Reinsurers of Ancon Insurance Company and Affiliated Companies et al.
Conveyances: -
Period: 12 calendar months at 00.00 hours 1st January, 1981 C.M.T.
Interest: Broad Form Liabilities Insurance (including Aircraft Liability, Workmans Compensation Employers Liability, Seepage and Pollution) and as per Form.
Sum Insured: 100% limit of liability U.S.\$15,000,000 each and every occurrence excess of U.S.\$20,000,000 each and every occurrence (except where special step-down agreement applies as per wording).
Trading: - Ex arivants & engines E.O. J
Conditions: As per Form.
Premium: 100% Premium U.S.\$530,000.00
Inf: - Ex Architects & Engineers E.O. J
All dedts. incl. brok: 15% & 4% tax

WRITTEN LINES	% OF ORDER	ORDER	CLOSED FOR
100%	100%	100%	100% of order

LOC. 6 (N.C.B. Scheme) for U.S. R/1's but C.C.A.'s for Canadian over 3 elips
Hereto 26.3429%

953	RTG	024UB5B092A
957	GRB	024UB5B092A
812	PCW	NAV318024UCB
972	HEM	NAV318024UCB
869	JAH	NAV318024UCB
69	HEO	609X09780
68	CAW	609X09780
317	EMO	FE2061730026
127	PCD	311E01715780
700	THP	311E01715780
368	SBO	00009231832R
552	MAN	1EM635X63106
345	EMT	1EM635X63466
239	RVP	970F001X781
855	ARM	170X634X2180
856	ARM	170X634X2180
764	PNC	1024708
908	AJA	1002615
145	NPC	1001445
123	AMS	0A223599014T
247	ELL	0A223599014T
573	LOT	613039045D
248	CSR	54X000018

Agreement
to be made
in respect
of U.S. dollar
times.

POLICY NO.		1BBL4850		508 CTB	
C/N	HA026581	Date	PS		
Client	Marsh & McLennan Inc., New York				
Cable/Letter Datas					
Vessel or Account	EXXON CORP. et al.				
Period or Voyage	12 mos. @ 1/1/81				
Interest	Broad Form Liab.				
Type	Checked by	Renewal Entered			
Renewal of	C/N	Policy No.			

FOR L.P.S.O. USE

52801 * 30 APR 1981

SIGNED 29 JUN 1983

FOR I.L.U.P.S.A.C. USE

58 J

.7077%	633	JEB	54XP00018	.4427%	868	LBB	50514060X183
.4718%	632	BEA	54XP00018	.2949%	80	ELQ	815X15780XXR
.1474%	62	PRM	54XP00018	.1770%	625	EMH	8096X15TOS12
.0885%	601	KDA	54XP00018	.1475%	744	TPJ	595009
.3538%	926	QHE	N00850T0	.8847%	209	NEB	91791721XB1
.2355%	662	QHR	N00850T0	26.3429%			
.1754%	842	DBE	N0041A30T010				
.0310%	98	QEG	N0041A30T010				
.2948%	898	JAW	35300PELAN003				
.2355%	63	GGY	12802074FA				
.1180%	275	JEM	3228T90S52				
.0295%	645	JEM	3228T90S52				
.5897%	108	JNP	51665E24T001				
.1475%	438	SJE	EXXONX69800				
.0737%	697	STQ	Q31T0				
.2948%	707	ECB	P278930AJX				
.4427%	273	IOA	NAV302128T06				
.1765%	401	BET	500N960947W				
.1175%	606	MEH	500N960947W				
.4427%	735	FWH	42127X99XT				
.1474%	178	FWH	42127X99XT				
.1946%	725	ARB	536815716T0				
.1475%	804	ERL	04U14T80				

INSURANCE) LTD.		CTB	
REF. NO.			
18814850			
VAT		T.O.C. TRIBUNAL	
REGISTRATION CATEGORY		YEAR	MONTH
		81	1
ADJUST. SCHEME			
YES		NO	
MARINE		NON-MARINE AVIATION	
G		A	
OVERSEAS BROKERS			
SIGNED LINE		GROSS PREMIUM	
		INC. WAR	WAR ONLY
100.0000%	530,000.00		
26.3429%	139,617.37		
11.7404%	201,841.49		
60.0000%	318,000.00		
1.9167%	10,158.51		
SERIAL NO.	CERTIFICATE NOS.		
Y. NO.	BROKERS COVER NO.		

Type: Liability

Form: J(a)

Assured: For Account of EXXON CORPORATION and Affiliated Companies et al. and/or as Reinsurance of Ancon Insurance Company and Affiliated Companies et al.

Conveyances: -

Period: 12 calendar months at 00.00 hours 1st January, 1981 G.M.T.

Interest: Broad Form Liabilities Insurance (including Aircraft Liability, Workmens Compensation Employers Liability, Seepage and Pollution) and as per Form.

Sum Insured: 100% Limit of Liability U.S.\$15,000,000 each and every occurrence excess of U.S.\$20,000,000 each and every occurrence (except where special step-down agreement applies as per wording).

Trading: - Ex architect & engineers & engineers E + O

Conditions: As per Form.

Premium: 100% Premium U.S.\$530,000.00

Inf: - Ex Architecture & Engineering Co

All dedts. 15% & 4% tax

Incl. brok: 15% & 4% tax

WRITTEN LINES	% OF ORDER	ORDER	CLOSED FOR
100%	100%	100%	100% of order

L.O.C. (F.N.C.B. Scheme) for U.S. R/I's, but O.C.A. is for Canadian business.

over 3 slips
Here to 26,3429%

2.9867%	933	PJG	024TE5E8092A
.2133%	937	CEB	024TE5E8092A
1.1400%	812	PCW	NAV318024T08
.2000%	972	HEM	NAV318024T08
.6600%	869	JAH	NAV318024T08
.9000%	69	EEC	609X09T80
.1000%	68	CAW	609X09T80
1.0000%	317	EMO	FE00617T0026
4.1282%	127	PCD	311E01715T80
1.4744%	700	IRP	311E01715T80
1.7692%	368	SEC	00009231832R
.4023%	552	MAN	LEM635X63106
.0095%	345	EMO	LEM635X63106
.6000%	239	HMP	970EG1X7E1
1.2532%	855	ARM	170X634X21T0
.2212%	856	ARM	170X634X21T0
.5897%	764	ENC	1024708
.0137%	908	AJA	1002615
.0369%	145	NFO	1001445
.4718%	123	AWS	0A223599014T
.1179%	247	ELL	0A223599014T
.2949%	573	LOV	613039045D
.0590%	248	CSR	54XFO00018

LDN 310,584 EXXON 00012

CORNELL-2009-104(e)-000120

POLICY NO.

LHBL4850

C/N HAO265EL

Client Marsh & McLenn

Cable/Letter
DatesVessel or
Account EXXON CORPN.Period or
Voyage 12 mos. @ 1/1/

Interest Broad Form Ltd

Tape Checked by

Renewal of

FOR L.P.S.O

52801 * 30AP

SIGNED 29 JUN

FOR I.L.U./P.S.

868	IEH	30514T80X183
80	HLQ	S15X15780XXR
625	TMB	G096X15TOS12
744	TFJ	595009
209	MRB	91791721XB1

.4423%

.2948%

.1770%

.1475%

.8847%

26.3429%

633	JEB	54XP00018
632	KEW	54XP00018
62	PEM	54XP00018
601	KIM	54XP00018
926	CEK	MO0550T0
662	GWR	MO0550T0
842	DBH	NO041A30T010
98	CBG	NO041A30T010
898	JAW	35300PK4NO03
63	GGY	12B02074FA
275	JEM	3228T80S52
645	JEM	3228T80S52
108	JMP	51665E24T001
438	SJE	EXXONIX69800
697	STQ	G31T0
707	ECB	P2789304XX
273	ICA	NAV302128T06
401	HRI	500N96094TW
606	MTN	500N96094TW
735	FWE	42127X99XT
178	FWE	42127X99XT
725	ARE	536815716T0
804	EML	04L14T80

.7017%

.4718%

.1474%

.0885%

.3538%

.2359%

.1754%

.0310%

.2948%

.2359%

.1180%

.0295%

.5897%

.1475%

0737%

2948%

4423%

1769%

1179%

4423%

1474%

1946%

1475%

LDN 310,584 EXXON 00013

CORNELL-2009-104(e)-000121

POLICY NO.		1HBL4850	
C/N	H4025581		
Client	Marshall & McLennan		
Cable/Letter Dates			
Vessel or Account	EXXON CORPN.		
Period or Voyage	12 mos. @ 1/1		
Interest	Broad Form Li		
Tape	Checked by		
Renewal of		C	
FOR L.P.S.C			
FOR I.L.U./P.S.			

81MB51101DA
804532060701
472933741

Terra Nova
General
Turegum

.8847%
.5897%
.4423%
|.9167%

POLICY NO.		1HBL4850	
C/N	HA026581		
Client	Marsh & McLennan		
Cable/Letter Dates			
Vessel or Account	EXXON CORP. e		
Period of Voyage	12 mos. @ 1/1/1		
Interest	Broad Form Ltd.		
Tape	Checked by		
Renewal of	C		
FOR L.P.S.O.			
H21 14-059 29 APR 21			
FOR I.L.U./P.S.A.			
ILU		US\$ 6	
To Enter		H21	
Licence No.		② H8	
of Copies		(Incl. Orig.)	

111114-250-34/2

8300%	3890/1/8	E. & A. M. C.R. 34/2	80HP2958
5897%	3928/1/6	General	01720TMB003
1796%	3790/1/1	Road Transport & Gen.	49410XF1080
1796%	3901/1/7	Sphere/Drake/Sphere 'B'	ONLAMS3290F
2948%	3208/1/9	Scottish Lion	HF802573F40
3590%	3562/3/8	British Law	HF80MS34B
5897%	3521/1/7	Royal	69ZM3050680
2948%	3628/1/9	Bishopsgate 'F'	98051415146
4423%	3359/1/4	Ass. Gen. de France	L40334JOT94
2948%	3989/1/3	Iron Trades	ODLANY0332X
2949%	3960/1/8	River Thames 'C'	00XK2020929
1744%	3045/1/6	Threadneedle	FL66808L
1475%	3332/1/5	Dova (UK)	QJ74449154X
2949%	5551/1/4	Excess	80058900NTO ②
3847%	3243/3/2	I.C.N.A. (UK) Ltd.	L1532RUL400
5897%	3285/2/3	Minster No.2	55439
1404%			

LDN 310,584 EXXON 00015

CORNELL-2009-104(e)-000123



Lloyd's Policy COPY

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters'),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

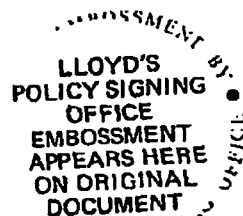
Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.



L. E. S. O. D. A. J.

LLOYD'S POLICY SIGNING OFFICE,
General Manager



J(A) NMA 2002 (11.4.74)
Form approved by Lloyd's Underwriters' Non-Marine Association.
Printed by Lloyd's of London Printing Services Ltd.

LDN 310,584 EXXON 00016

CORNELL-2009-104(e)-000124

Schedule

Policy or Certificate No. 1EB14850

Contract No. (if any) HA026581

The name and address of the Assured EXXON CORPORATION et al.

The risk and sum insured hereunder 26.3429% part of 100% of limits stated herein

as attached

The Premium U.S.\$139,617.37 part of U.S.\$530,000.00

The period of Insurance from as attached to as attached
both days inclusive, and for such further period or periods as may be mutually agreed upon

Dated in London the 14th January 1983

J or J(A) (Schedule) NMA 2003 for attachment to NMA 2001, NMA 2002, NMA 2004 or NMA 2005

LDN 310,584 EXXON 00017

CORNELL-2009-104(e)-000125

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

EXXON CORPORATION

DECLARATIONS

- Item 1. Named Insured: (i) EXXON CORPORATION and its Affiliated Companies as they are now or may be hereafter constituted and/or
(ii) ANCON INSURANCE COMPANY, S.A. as insurers, either directly or indirectly by means of reinsurance, of Exxon Corporation and its Affiliated Companies as they are now or may be hereafter constituted.
- Item 2. Postal Addresses: (i) 1251 Avenue of the Americas, NEW YORK, N.Y. 10020 and
(ii) P.O. Box 225, Hamilton 5, Bermuda.
- Item 3. Policy Period: From: 1st January, 1981
00.01 hours, Greenwich Mean Time.
To: 1st January, 1982
00.01 hours, Greenwich Mean Time.
- Item 4. Limit of Liability: \$15,000,000 any one loss occurrence.
- Item 5. Underlying Limit: \$20,000,000 any one loss occurrence as Article 11 (2).

ARTICLE 1

Insurers hereby agree, subject to the limitations, terms and conditions, hereinafter mentioned (including endorsements attached hereto).

1. To pay the Insured, or to pay on their behalf all sums which the Insured shall be obligated to pay or incur as expenses by reason of the liability imposed upon the Insured by law or by Governmental or other local authoritative order, or assumed by the Insured under contract or agreement on account of "Personal Injury" and/or "Property Damage" caused by or arising out of each loss occurrence during the policy period, anywhere Worldwide.

ARTICLE II

1. LIMIT OF LIABILITY

Insurers' liability hereunder shall not exceed 15 Million Dollars (\$15,000,000) for any one loss occurrence.

2. AMOUNT OF DEDUCTION

As respects coverage afforded under Article 1, Insurers shall be liable only if and when the combined ultimate net loss sustained by the Insured in respect of interests described hereunder in any one loss occurrence exceeds 20 Million Dollars (\$20,000,000).

The Insurers shall thereupon be liable for the amount by which the said ultimate net loss exceeds 20 Million Dollars (\$20,000,000) in any one occurrence, up to the amount specified in Article II (1).

ARTICLE III

PREMIUM

The premium for this policy shall be \$530,000.00 for the period 1st January, 1981 to 1st January, 1982 and shall be payable at inception.

ARTICLE IV

ULTIMATE NET LOSS

The term "Ultimate Net Loss" as used herein shall mean the total sum which the Insured or their Underlying Insurers, or both, become obligated to pay by reason of personal injury or property damage either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges, law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any loss occurrence covered hereunder excluding only the salaries of the Insured and/or their employees, and office expenses of the Insured.

ARTICLE V

OTHER INSURANCES

Other insurances, effected either by the Insured or by others on behalf of the Insured, are permitted and shall inure to the benefit of the Insured within the Amount of Deduction (stated in Article II (2)) however in the event that the amount of insurance afforded under said other insurance is in excess of the Amount of Deduction then Insurers hereon shall have the benefit of those other insurances, but only to the extent by which any recoveries thereunder exceed the Amount of Deduction.

Nothing herein shall be construed to make this Policy subject to the terms, conditions or limitations of such other insurance.

However any insurance provided under policies issued, or reinsurance provided by Ancon Insurance Company S.A. or by any other affiliated insurance companies of the Insured shall be deemed to be other insurance and be permitted, but insurers herein shall not under any circumstances have the benefit of same in determining the amount of the ultimate net loss payable hereunder.

ARTICLE VI

EXCLUSIONS

This policy does not insure:

- (a) Against any obligation for which the Insured, or any company as its Insurer may be held liable under any Unemployment Compensation or Disability Benefits Law, except with respect to liability of others assumed by the Insured under contract or agreement;
- (b) Against assault and battery, if committed by or at the direction of the Insured, excepting that this exclusion shall not apply to personal injury or death resulting from any act of the Insured, alleged to be assault and battery, committed for the purpose of preventing or eliminating danger;
- (c) Against claims made against the Insured:
 - (i) for repairing, withdrawing or replacing any defective product or products manufactured, sold, or supplied by the Insured or any defective part or parts thereof, or for the cost of such repair or replacement;
 - (ii) for improper or inadequate performance, design or specification of a product of the Insured, but nothing herein contained shall be construed to exclude claims made against the Insured for Personal Injury or Property Damage resulting from improper or inadequate performance, design or specification;

- (d) Against claims against the Insured arising from advertising, telecasting, broadcasting or publishing:
- (i) for failure of performance of advertising contract (but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of implied contract);
 - (ii) for infringement of registered trade-mark or trade name by use thereof as the registered trade-mark or trade name of goods as advertised;
 - (iii) for mistake in advertised price;
- (e) Against coverage as excluded by the attached Nuclear Incident Exclusion Clause - Liability - Direct (Broad);
- (f) With respect to Property Damage, claims made against the Insured for damages suffered, directly or derivatively, by any shareholder or stockholder of the Insured arising out of the misfeasance, or nonfeasance of any officer or director of the Insured while acting in his official capacity;
- (g) Claims made against the Insured arising out of the operation, maintenance or use of any watercraft over 50 feet in length owned or leased or chartered by the Insured, while away from premises owned, rented or controlled by the Insured except liability of the Named Insured for watercraft not owned by them, but this exception does not apply to leased or chartered watercraft; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above.

For the purpose of this policy the following shall not be deemed to be watercraft except whilst in transit:-

An installation of any kind, fixed or mobile which is used for the purpose of exploring for, producing, treating, storing or transporting oil or gas from the sea bed or its subsoil, excluding any tank vessel not being used for storage of oil or gas commencing at the loading manifold thereof and excluding absolutely any self propelled tank or Supply Vessel;

- (h) Except with respect to a loss occurrence taking place in the United States of America, its territories or possessions, or Canada, against any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

ARTICLE VII

DEFINITIONS

1. AFFILIATED COMPANIES (as respects Exxon Corporation)

The term "affiliated company" wherever used herein shall mean a corporation of which more than 50% of the voting shares are owned or controlled by Exxon Corporation either directly or indirectly, through one or more other corporations of which more than 50% of the voting shares of each are owned by its immediate parent, or any corporation declared to Insurers, subject to agreement of the Insurers.

AFFILIATED COMPANIES (as respects Ancon Insurance Company S.A.).

The term "affiliated company" shall mean any company holding directly or indirectly all of the share of capital of Ancon Insurance Company S.A. or more than 50% of whose share capital is held directly or indirectly (a) by Ancon Insurance Company S.A., or (b) by Exxon Corporation holding directly or indirectly all of the share capital of Ancon Insurance Company S.A. or other companies which to be agreed or (c) as declared to Insurers subject to agreement of the Insurers.

2. INSURED

The unqualified word "Insured", wherever used in this policy includes not only the Named Insured but also:-

- (a) any person who was, is now or shall hereafter be an executive officer, director, shareholder, stockholder or employee of the Insured, while acting in his capacity as such;
- (b) any person, organization, trustee or estate to whom the Insured is obligated:
 - (i) by virtue of a contract, or
 - (ii) by virtue of any agreement to provide insurance such as is afforded by this policy;
- (c) with respect to any automobile or aircraft used by or on behalf of the Insured, any person while using such automobile or aircraft, and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Insured;
- (d) any interest covered as an additional Insured under any underlying insurance arranged by the Insured or any affiliated company as herein defined and then only to the extent and/or amount agreed to by the Insured;

- (e) any employee welfare or pension benefit plan owned, controlled or operated by the Insured, its officers, directors or employees appointed by the Insured.

3. LOSS OCCURRENCE

The term "Loss Occurrence" shall include an event or a continuous or repeated exposure to conditions which cause injury, damage or destruction. Any number of such injuries, damage or destruction resulting from a common cause, or from exposure to substantially the same conditions, shall be deemed to result from one loss occurrence even though some of the claims making up the loss occurrence may be filed after expiration of this policy.

With respect to Property Damage, including loss of use thereof, the words "Loss Occurrence" shall specifically include:

- (i) an accident, which term includes injury to or destruction of property as the unforeseen result of an intentional act, happening during the policy period or
- (ii) a continuous or repeated exposure to conditions which unexpectedly or unintentionally causes injury to or destruction of property during the policy period. All damages arising out of such accident or exposure to substantially the same general conditions shall be considered as arising out of one loss occurrence.

4. PERSONAL INJURY

The term "Personal Injury" means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution or discrimination, unless such coverage is prohibited by law, or unless committed by or at the direction of the named Insured, humiliation, invasion of rights of privacy, libel, slander or defamation of character; also, piracy and any infringement of copyright, title or slogan or of property or contract rights committed or alleged to have been committed in the conduct of the Insured's advertising activities, or any other legal action alleging any of the foregoing by any other name.

5. PROPERTY DAMAGE

"Property Damage" means

- (i) Physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom or

- (ii) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

ARTICLE VIII

CONDITIONS

1. SEVERABILITY OF INTEREST

In the event of one of the Insureds incurring liability to any other of the Insureds, this policy shall cover the Insured against whom claim is or may be made in the same manner as if separate policies had been issued to each Insured.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

2. NOTICE OF LOSS OCCURRENCE

Whenever the Insured has information from which it may reasonably be concluded that a loss occurrence covered hereunder is likely to involve this policy, notice shall be sent to the Brokers who negotiated this insurance, who shall promptly inform Insurers and assign adjusters on behalf of Insurers. Failure to notify the Brokers of any occurrence which, at the time of its happening, did not appear to involve this policy but which, at a later date, gives rise to claims hereunder, shall not prejudice such claims. For the purposes of the above clause, the word "Insured" shall mean:-

The Insurance Advisor, Exxon Corporation, 1251 Avenue of the Americas, New York, N.Y. 10020.

or as applicable

The President, Ancon Insurance Company S.A., P.O. Box 225, Hamilton 5, Bermuda.

For the purposes of the above clause, the word "Brokers" shall mean:-

Marsh & McLennan, Inc., 1221 Avenue of the Americas, New York, N.Y. 10020.

and

C.T. Bowring & Co. (Insurance) Ltd., The Bowring Building, Tower Place, London EC3P 3BE.

3. SUBROGATION

The Insurers shall be subrogated to the extent of any payment hereunder to all the Insured's rights of recovery therefor; and the Insured shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights; however, the Insurers shall not have the right to be subrogated to or to require assignment of the Insured's right or rights of recovery against:

- (a) any party as to whom the Insured, prior to loss, has waived or limited its right or rights of recovery, or
- (b) any of the Insured's subsidiary or affiliated companies, or against their directors, officers, employees or members of their families, or
- (c) any contractor, sub-contractor or other party if such party could charge back to the Insured the amount (or any part thereof) recovered by the Insured.

4. CONTROL OF CLAIMS

The Insured may take whatever immediate steps they may consider appropriate to mitigate any liability or anticipated or potential liability to third parties without the prior approval of Insurers and any such action shall be without prejudice to the Insured's right to recover hereunder. Insurers shall be given the opportunity to associate with the Insured in the defense and control of any claim, suit or proceeding relative to a loss occurrence where the claim or suit involves or appears reasonably likely to involve Insurers, and in the event Insurers wish to be associated with the Insured the Insured and Insurers shall co-operate in all things in the defense of such suit, claim or proceeding but Insurers shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured.

In the event the Insured elects not to appeal a judgment involving the Insurers hereon, Insurers may elect to make such appeal, at their own cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Insurers for ultimate net loss exceed the amount set forth in Article II (1) for any one loss occurrence plus the cost and expense of such appeal.

5. CURRENCY

The premium and losses under this insurance are payable in United States currency and wherever the word "dollars" or the symbol "\$" appears herein they are deemed to mean United States dollars or when required, and at the option of the Insured when the Insurers are legally able to do so, the equivalent amount in the local currency at the effective rate of exchange as determined by the average buy and sell offers quoted at the close of business by a mutually agreed upon representative New York Bank on the date of settlement as determined by a court of law or mutual agreement among the parties to the settlement (including Insurer's).

6. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, the Insurers shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

7. CHANGES

Notice to, or knowledge possessed by, any person shall not effect a waiver or change in any part of this policy or estop Insurers or the Insured from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except with the express agreement of Insurers and subsequent issuance of an appropriate endorsement signed by Insurers.

8. CANCELLATION

Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of insurance. This insurance may also be cancelled by or on behalf of the Insurers by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this insurance, written notice stating when, not less than 90 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.

If this insurance shall be cancelled by the Insured the Insurers shall retain the customary short rate proportion of the premium hereon.

If this Insurance shall be cancelled by or on behalf of Insurers the Insurers shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurers shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

9. SALVAGES AND RECOVERIES

In the event of any payment hereunder, the Insurers will act with all other interests (including the Insured) concerned in the exercising of rights of recovery or gaining of salvage. Any amount recovered shall be apportioned as follows:-

Any interest (including the Insured's) having paid an amount in excess of the amount of deduction as stated in Article II (2), plus the limit of liability hereunder shall be reimbursed first to the extent of actual payment. The Insurers shall be reimbursed next to the extent of their actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the Insured or any underlying Insurers, as their interests may appear. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Insurers, the Insurers shall bear the expenses thereof.

It is understood and agreed that proceeds from any other insurance effected by or on behalf of the Insured shall not be deemed to be recoveries for the purpose of this clause and that such proceeds shall be dealt with in the manner stated in Article IV.

10. ARBITRATION

In the event of any difference arising between the Insured and the Insurers with reference to this Insurance such difference shall at the request of either party (after all requirements of this insurance with respect to recovery of any claim shall have been complied with) be referred to three disinterested arbitrators, one being chosen by the Insured, one chosen by the Insurers, and the third chosen by the two aforesaid arbitrators before they enter into arbitration. In case the arbitrators so chosen do not agree as to the third arbitrator within four weeks after both shall have accepted service, the third arbitrator shall be chosen by an Acting Senior Judge of the United States District Court for the State of New York.

In default of any party hereto qualifying its arbitrator within four weeks after receipt of written notice from the other party requesting it to do so, the requesting party may name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall submit its case to the court of arbitration within four weeks of the close of the choice of the arbitrators. Any such arbitration shall take place in New York, N.Y., unless otherwise agreed by both parties, and the expense of arbitration shall be borne and paid as directed by the arbitrators. The arbitrators may abstain from jurisdictional formality and from following strictly the rules of law.

11. SERVICE OF SUIT CLAUSE

It is agreed that in the event of the failure of Insurers hereon to pay any amount claimed to be due hereunder, Insurers hereon, at the request of the Insured, will submit to the jurisdiction of any Court of Competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes and Mount, 3 Park Avenue, New York, New York, and that in any suit instituted against any one of them upon this contract, Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above named are authorized and directed to accept service of process on behalf of Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance upon Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any Statute of any State, Territory or District of the United States which makes provision thereof, Insurers hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officers specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom such process or true copy thereof shall be mailed.

12. PERMITS AND PRIVILEGES

- (a) Permission is hereby granted the Insured, or any other party acting on behalf of the Insured, to effect contracts or agreements customary or necessary to the conduct of the business of the Insured under which the Insured may assume liability or grant releases therefrom, without prejudice to this insurance, provided such contracts or agreements, oral or written, insofar as they affect any loss hereunder, are concluded prior to such loss, and the rights and obligations of the Insurers shall be governed by the terms of such contracts or agreements.
- (b) In the event that any provision of this policy is unenforceable by the Insured under the laws of any Province or other jurisdiction wherein it is claimed that the Insured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this policy shall be enforceable by the Insured with the same effect as if it complied with such statute.

13. SUE AND LABOUR

In case of any actual or imminent loss or misfortune, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and mitigation of the liability insured hereunder or any part thereof without prejudice to this insurance, such additional expense to be borne by the Insurers, nor shall the acts of the Insured or the Insurers in mitigating, saving, and controlling the liability insured hereunder be deemed to be considered a waiver of any coverage contained herein, provided that such additional expense shall be included in the ultimate net loss (as defined in Article IV herein).

14. FRAUDULENT CLAIMS

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void with respect to such claim which shall be forfeited hereunder.

ADDENDUM NO. 1

Attaching to and forming part of policy No.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM - APPLICABLE TO LIABILITY ARISING IN THE U.S.A. ITS
TERRITORIES AND POSSESSIONS, PUERTO RICO AND THE CANAL ZONE).

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction,
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material," "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under Paragraph (a) or (b) thereof;

"nuclear facility means"

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

ADDENDUM NO. 2

Attaching to and forming part of Policy No.

Where this Policy acts as a reinsurance as provided for elsewhere herein the following clause shall apply:-

CLAIMS CONTROL CLAUSE

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any liability under this Policy that:-

- (a) the Reassured shall, upon knowledge of any loss or losses which may give rise to a claim under this Policy, immediately advise the Reinsurers thereof;
- (b) the Reassured shall furnish the Reinsurers with all information available respecting such loss or losses, and the Reinsurers shall have the right to appoint adjusters, assessors and/or surveyors and to control all negotiations; adjustments and settlements in connection with such loss or losses;
- (c) the Reinsured shall make no settlement of any loss covered hereunder without the prior agreement of the Reinsurers hereon.

ADDENDUM NO. 3

Attaching to and forming part of Policy No.

SEEPAGE POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

Coverage

Notwithstanding anything contained in Article I, of this Policy, and in consideration of premium \$ included, Insurers agree to indemnify the Insured or pay on behalf of the Insured:

- (a) All sums which the Insured shall be legally liable to pay as damages for personal injury (fatal or non-fatal) and/or loss of, damage to or loss of use of tangible property caused by or alleged to have been caused directly or indirectly by seepage, pollution or contamination arising out of the operations of the Insured;
- (b) The cost of removing, containing, neutralizing or cleaning up seeping, polluting, or contaminating substances emanating from the operations of the Insured; but not to cover repairing, replacing, redesigning or modifying the offending facility.

Provided always that such seepage, pollution or contamination is caused by or arises out of a loss occurrence during the Policy Period.

Additional Exclusions Applicable to this Endorsement only

- (1) (a) Fines and penalties;
(b) Punitive and/or exemplary damages where deemed uninsurable;
- (2) Damage to or loss of use of property belonging to the Insured or in the Insured's care, custody or control;
- (3) Claims resulting directly or indirectly from any seepage, pollution or contamination if such seepage, pollution or contamination
 - (1) results directly from any known violation of any governmental statute, regulation, ordinance or law applicable thereto, (2) is intended or expected from the standpoint of the Insured or any other person or organization acting for or on behalf of the Insured;
- (4) Claims arising from the operations of Creole Petroleum Inc. as respects operations on, over or under water.

Additional Assureds

This insurance shall also indemnify in respect of contractors and/or sub-contractors of the Insured and/or any parties whom the Insured has agreed to hold harmless in respect of liabilities and costs set out in (a) and (b) of Clause 1 (Coverage) of this Endorsement pursuant to operating agreements with such parties.

The limit of Insurers liability and deductible under this extension of coverage shall be the same as the limit of liability and deductible provided for in the Policy to which this endorsement attaches; it being understood and agreed that in the event of a loss involving the coverage under this endorsement and that provided under the basic policy form the limit of liability and deductible contained in the basic policy form shall apply to the overall loss.

All other terms and conditions of this Policy remaining unchanged.

ADDENDUM NO. 4

Attaching to and forming part of Policy No.

JOINT VENTURE CLAUSE ENDORSEMENT

1. It is hereby understood and agreed by the Insured and Insurers that, as regards any liability of the Insured which is insured under this Policy and arises in any manner whatsoever out of the operations or existence of any joint venture, co-venture, joint lease, joint operating agreement or partnership (hereinafter called "Joint Venture") in which the Insured has an interest, the liability of Insurers under this Policy shall be limited to the product of (a) the percentage interest of the Insured in the said Joint Venture and (b) the total limit of liability insurance afforded the Insured by this Policy. Where the percentage interest of the Insured in said Joint Venture is not set forth in writing, the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in the said Joint Venture.
2. It is further understood and agreed that, where any underlying insurance(s) have been reduced by a clause having the same effect as paragraph 1, the liability of Insurers under this Policy, as limited by paragraph 1, shall be excess of the sum of (a) such reduced limits of any underlying Insurance(s), (b) the limits of any underlying insurance(s) not reduced.
3. It is further understood and agreed that any limits which may be self-insured by the Insured shall, for the purposes of the application of this clause, be deemed to be insured and to incorporate and be subject to an identical joint venture clause.
4. Notwithstanding anything contained herein to the contrary it is understood and agreed that with respect to Joint Ventures the liability of Insurers under this Policy shall apply only to the Named Insured and such liability shall be limited as provided for above.

ADDENDUM NO. 5

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING ENDORSEMENT

TARBOX

Any "Joint Venture" Clause contained in this Policy shall not apply to any liability of the Insured arising out of "Aircraft Refuelling" of the "Insured's Customer(s)" by the Insured or others if the Insured, as a party to a joint venture, co-venture, joint lease, joint operating agreement or partnership, is solely liable by operation of law or agreement for all the liabilities of such joint venture, co-venture, joint lease, joint operating agreement or partnership, arising out of "Aircraft Refuelling".

"Aircraft Refuelling" includes (1) all operations relating to the storage, sale, handling, or distribution of aviation petroleum and related products, (2) refuelling, defuelling and lubrication, and (3) where incidental to the foregoing, minor repairs to aircraft, servicing and taxiing operations.

"Insured's Customer(s)" as used herein, does not include credit card holder(s) of the Insured when others, except contractors or agents of the Insured, honour such credit card(s) or when others, except contractors or agents of the Insured, perform the Insured's Contract(s) pursuant to assignment(s).

ADDENDUM NO. 6

Attaching to and forming part of Policy No.

AIRCRAFT REFUELLING SUPPLEMENTARY ENDORSEMENT

Notwithstanding anything contained in Addendum No.4, it is hereby noted and agreed that with regard to Aircraft Refuelling (as defined herein) carried out through Joint Ventures (as defined herein), the Joint Venture Clause and/or Aircraft Refuelling Clause as applicable and which are incorporated herein shall apply on the basis of the percentage liability established by operation of law or agreement.

It is further understood and agreed that the underlying layer shall be deemed to be on the same basis.

Nothing contained herein shall operate to increase the Insurer's limit of liability as set forth in Article II (1).

ADDENDUM NO. 7

Attaching to and forming part of Policy No.

ADDITIONAL INSURED'S ENDORSEMENT

In consideration of the premium charged, it is agreed that the following are added as additional Insureds;

Altona Petrochemical Company Ltd.,
Australian Synthetic Rubber Company Ltd.,
P.T. Stanvac Indonesia,
Petroleum Tankship Company Ltd.,
Petroleum Refineries Australia,

and their affiliated companies as they are now or hereafter constituted.

The inclusion or addition hereunder of more than one Insured shall not operate to increase Insurers limits of liability beyond those set forth in the Declarations.

ADDENDUM NO. 8

Attaching to and forming part of Policy No. _____

EXXON CORPORATION et al

COMBINED DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is understood and agreed that in the event of an occurrence occurring which involves both:-

1. (a) the Assured's Onshore Property (as more fully defined and as covered under Policy No.

or

- (b) the Assured's Offshore Property (as more fully defined and as covered under Policy No.

AND

2. Third Party Liability as more fully defined and covered hereunder.

Then the underlying limit under this Policy shall be reduced by the dollar amount by which the amount of loss applicable to Onshore or Offshore Property which is recoverable under the above mentioned policies exceeds \$15,000,000 but in no event shall the underlying limit under this Policy be less than \$5,000,000.

Nothing contained herein shall operate to increase the Insurers limit of liability as set forth in the Policy to which this endorsement is attached.

ADDENDUM NO. 9

Attaching to and forming part of Policy No. _____

STEP-DOWN ENDORSEMENT

In the event an occurrence results in the exhaustion of underlying limits and part of the loss is insured in the underlying coverage but excluded by this layer it is agreed that in determination of the amount of the loss covered by this layer Insurers will give the following priority with respects to the order in which the loss led to the exhaustion of the underlying cover, or the point at which the coverage under this layer begins to apply: .

1. The part of the loss which is insured by underlying coverage but not by this Policy. (As addendum No 8).
2. The part of the loss which is insured by both underlying coverage and by this Policy.

ADDENDUM NO. 10

Attaching to and forming part of Policy No.

"OPOL"

It is understood and agreed that Insurers hereon will indemnify or pay on behalf of the Insured any sum or sums that the Insured may be required to pay following the provisions of the Offshore Pollution Liability Agreement, as amended May 22, 1976, and renewals thereof, but coverage hereon subject to United Kingdom jurisdiction.

However, Insurers hereon shall not be liable for:

1. Fines and penalties, which shall be deemed to include but not restricted to punitive or exemplary damages;
2. Any dues, assessments and other sums properly payable to "The Offshore Pollution Liability Association Limited";
3. Any payment to "The Offshore Pollution Liability Association Limited" for any share of any amount falling due from the Association under the guarantee provided in the Offshore Pollution Liability Agreement;
4. Any changes or alterations to the Offshore Pollution Liability Agreement (as amended May 22, 1976) unless submitted to and approved by Insurers.
5. Incidents occurring outside the policy period hereof as defined in "OPOL" agreement.

Notwithstanding the foregoing this Endorsement shall only pay in excess of the Underlying Limit stated in the Policy and shall not operate to increase Insurers' total limit of liability in respect of any one occurrence.

ADDENDUM NO. 11

Attaching to and forming part of Policy No.

EMPLOYEE BENEFIT LIABILITY EXTENSION

1. INSURING AGREEMENTS

A) LIABILITY FOR EMPLOYEES BENEFIT PROGRAMS

The Insurers agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay, as damages, on account of any claim made against the Insured by:

- (I) An employee
- (II) A prospective employee
- (III) A former employee
- (IV) The beneficiaries, or legal representatives, therefore
for damages caused by any negligent act, error or omission in the administration of Employee Benefit Programs.

B) POLICY PERIOD

Coverage provided under this Policy applies only to:

- (I) Claims brought against the Insured, during the policy period, for acts that occurred prior to the policy period provided that the Insured, at the effective date of this Policy, had no knowledge of, or could not have reasonably foreseen, any circumstances which might result in a claim or suit.
- (II) Such errors, omissions or negligent acts which occur during the policy period and concerning which the Insured has given written notice to the Insurers during the policy period.

2. INSURED

The unqualified word "Insured" includes not only the Named Insured, but also any Partner, Executive, Officer, Director, Stockholder, or any person for whose acts the Named Insured is legally liable, provided such person is authorized to act in the administration of the Insured's Employee Benefit Programs.

3. LIMITS OF LIABILITY

The limit of liability specified in Item 4 of the Declarations of this policy as applicable to "each claim" is the total limit of the Insurers liability for all damages incurred on account of any claim or suit covered hereunder, the limit of liability stated as "aggregate" is, subject to the above provision respecting each claim, the total limit of the Insurers liability for all damages incurred on account of all claims or suits covered hereunder and occurring during any one annual policy period.

The inclusion of more than one Insured in this policy shall not operate to increase the insurers limit of liability under this extension.

4. EXCLUSIONS

This endorsement does not apply:

- a) to any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination or humiliation.
- b) to bodily injury to, or sickness, disease, or death, of any person, or to injury to or destruction of any tangible property, including loss of use thereof.
- c) to any claim for failure of performance of contract by any Insurer, including the failure of any Employee Benefit Program.
- d) to any claim based upon the Insured's failure to comply with any law concerning Workmen's Compensation, Unemployment Insurance, Social Security or Disability Benefits, or any similar legislation that may be enacted.
- e) to any claim based upon:
 - (I) failure of any investment plan to perform as represented by an Insured.
 - (II) advice given by an Insured to an employee to participate or not to participate in investment subscription plans.
 - (III) the inability of Employee Benefit Programs to meet their obligation due to insolvency.
- f) to any claim based upon the Employee Retirement Income Security Act of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974 and amendments thereto, or similar provisions of any Federal, State or Local Statutory Law or Common Law.

5. DEFINITIONS

- (a) "Employee Benefit Programs" shall mean Group Dental Insurance, Group Health Insurance, Profit Sharing Plans, Pension Plans, Employee Investment Subscription Plans, Workmen's Compensation, Unemployment Insurance, Social Security, Disability Benefits Insurance and Travel, Savings or Vacation Plans or any similar Benefit Programs.
- b) Administration shall mean:
 - (I) Giving counsel to employees with respect to Employee Benefits Program.
 - (II) Interpreting the Employee Benefit Program.
 - (III) Handling of records in connection with the Employee Benefit Programs.
 - (IV) Effecting, enrollment, termination or cancellation of employees under the Employee Benefit Programs.

Provided all such acts are authorized by the Named Insured.

ADDENDUM NO 12

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following is included hereunder as an additional Named Insured:-

SURINAME JOINT VENTURE

It is further understood and agreed that the Joint Venture Clause attached to this Policy does not apply with respect to the operations of this Joint Venture.

It is warranted as a condition of this Policy that the partners in this Joint Venture will warrant that no other insurance applies.

ADDENDUM NO. 13

Attaching to and forming part of Policy No.

It is hereby noted and agreed that the Insured, in common with many other major oil companies has entered into an agreement known as:-

"PRUDHOE BAY UNIT OPERATING AGREEMENT"

It is further understood and agreed that the Insured's Contractual liability resulting from the above agreement is covered hereunder subject to the terms, limitations and conditions of this Policy.

It is also further understood and agreed that for the purposes of the operation of the Joint Venture Clause contained in this Policy, the said "PRUDHOE BAY UNIT OPERATING AGREEMENT" shall be deemed to be a Joint Venture as defined therein.

ADDENDUM NO. 14

Attaching to and forming part of Policy No.

It is understood and agreed that effective inception the following entity is included hereunder as an additional Named Insured:-

N.V. NEDERLANSE AARDOLIE MAATSCHAPPIJ

It is further understood and agreed that the above additional Named Insured shall be subject to the provisions of the Joint Venture Clause contained in this Policy.

ADDENDUM NO. 15

Attaching to and forming part of Policy No:

SPECIFIC EXCESS WORKERS' COMPENSATION ACT
LIABILITY EXTENSION

Insurers hereby agree that this policy extends to indemnify the Named Insured in the manner following:

1. INSURING AGREEMENT

If at any time during the period of the policy to which this extension attaches, any employee in the immediate service of the Named Insured shall sustain any personal injury (fatal or non-fatal) by accident or occupational disease while engaged in the service of the Named Insured and the Named Insured shall be liable to make compensation for such injury solely under or by virtue of the Workers' Compensation Law(s) and/or Occupational Disease Law(s) of the United States which may be in force at the time such injury is sustained, the Insurers shall indemnify the Named Insured to the extent hereinafter mentioned against all sums for which the Named Insured shall be so liable.

As regards personal injury (fatal or non-fatal) by accident, this extension is to pay only the excess of \$20,000,000 ultimate net loss in respect of each and every disaster with a limit of liability as set forth in Item 4 of THE DECLARATIONS.

As regards personal injury (fatal or non-fatal) by occupational disease, this extension is to pay only the excess of \$20,000,000 ultimate net loss in respect of each employee with a limit of liability as set forth in Item 4 of THE DECLARATIONS in respect of each employee and in all under this Policy.

2. DEFINITIONS

- (A) The word "disaster" as used in this extension shall mean an accident or series of accidents arising out of one occurrence.
- (B) The words "ultimate net loss" as used in this extension shall be understood to mean the total sum actually paid by way of periodical compensation benefits and/or in final settlement of any claims for Workers' Compensation including occupational disease for which the Named Insured is liable, after making deductions for all recoveries or benefits and for all claims upon other insurances or re-insurances, whether collected or not, and shall also include expenses and "costs".

(C) The word "costs" as used in this extension shall mean adjustment, investigation and legal expenses (excluding, however, all expenses for salaried employees and retained counsel of and all office expenses of the Named Insured) incurred with the written consent of the Insurers.

3. It is further understood and agreed that not later than twenty-four months from the expiry date of this Policy, the Named Insured shall advise the Insurers of all claims not finally settled which are likely to result in claims under this Policy. The Insurers may then or at any time thereafter intimate to the Named Insured their desire to be released from liability in respect of any one or more of such claims. In such event, the Named Insured and the Insurers shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Insurers of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of the Insurers.

Nothing contained herein shall operate to increase the Insurers Limit of Liability as set forth in Article II of this Policy.

ADDENDUM NO. 16

Attaching to and forming part of Policy No.

UNIT OPERATING AGREEMENTS

It is understood and agreed that so called "Unit Operating Agreements", are deemed to be Joint Ventures and accordingly subject to the application of the Joint Clause herein, which, for the purposes of this endorsement, shall apply on the basis of the Insureds' percentage of liability established by operation of law or unit operating agreement.

ADDENDUM NO. 17

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in those instances where the Insured have an arrangement whereby policies are issued by A.I.R.C.O. affording such coverage as is afforded hereunder then this Policy shall be held to be a reinsurance of and to indemnify A.I.R.C.O. but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$15,000,000 any one loss occurrence or make this policy respond in excess of less than \$20,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 18

Attaching to and forming part of Policy No.

It is noted and agreed that with effect from Inception, AVIATION SERVICES SAUDI ARABIA LTD., a Joint Venture known as EXXON ASSA, is included as additional Named Insured with 100% coverage available hereon.

ADDENDUM NO. 19

Attaching to and forming part of Policy No.

It is noted and agreed that effective 1st January, 1980 an Exxon Corp. Affiliate, Esso Exploradora Y. Productora Argentina Inc. is engaged in a Joint Venture involving exploration activities offshore Argentina.

It is further noted and agreed that for the purposes of this operation the Joint Venture Clause hereon is waived with 100% coverage provided hereon.

ADDENDUM NO. 20

Attaching to and forming part of Policy No.

It is noted and agreed that with effect from inception, and in consideration of the premium paid RELIANCE ELECTRIC COMPANY is included for cover hereon as an additional Insured. It is further understood and agreed that as respect the above additional Insured the following "Aviation Products Exclusion" shall apply:

AVIATION PRODUCTS EXCLUSION

It is understood and agreed that this policy does not apply to liability imposed upon the Insured by law or assumed under contract or agreement by the Insured involving "Aviation Products".

The term "Aviation Products" as used in this exclusion means any aircraft (including missiles or space-craft and any ground support or control equipment used therewith) and any product furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instruction, manuals, blueprints, engineering or other data, engineering or other advice and services and labour relating to such aircraft or products.

ADDENDUM NO. 21

Attaching to and forming part of Policy No.

It is hereby understood and agreed that in respect of Imperial Oil Company of Canada the Insured have an arrangement whereby the American Home Insurance Company issue policies affording such coverage as is afforded hereunder as a consequence of which it is hereby agreed that this Policy shall be held to be a reinsurance of and to indemnify American Home Insurance Company but only to the extent that such coverage is afforded under this Policy by virtue of its terms, conditions and exclusions.

It is further understood and agreed that nothing contained in the foregoing shall operate to increase Insurers limit of liability hereunder beyond \$15,000,000 any one loss occurrence or make this policy respond in excess of less than \$20,000,000 any one loss occurrence, except as specifically provided for elsewhere herein.

ADDENDUM NO. 22

Attaching to and forming part of Policy No.

It is noted that effective inception, the Insured has a 35% interest in a Joint Venture with MOBIL known as "Petroleum Refineries Australia" which is covered hereunder as an additional Named Insured (in respect of the Insured's interest only) - Addendum No.7.

It is further noted that MOBIL, which holds the other 65% interest in this Joint Venture carries total third party liability limits of \$300,000,000 each occurrence: whereas Exxon's total limits are \$260,000,000.

In order to provide the Insured with equivalent limits (i.e. 35% of \$300,000,000) in respect of this Joint Venture it is hereby understood and agreed that the Insured's interest shall be deemed to be not exceeding 40.385% solely for the purposes of the application of the Joint Venture Clause contained herein (Addendum No.4), but nothing contained in the foregoing shall be taken as increasing the Insured's interest under the Joint Venture from 35% for the determination of their liability in the event of a loss occurrence.

It is understood and agreed that the percentage signed by each Underwriting Syndicate is its proportion of 100% of limits stated herein

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY			FOR LPSO USE ONLY				
CPD33R 2406 1600	BROKER 509	LPSO NO. & DATE 52801 30 4 81	1601	BROKER 509	LPSO NO. & DATE 52801 30 4 81		
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE 1	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE 2
PERCENT				PERCENT			
2.9867	933	024TB5K8092A		0.0737	908	1C02615	
0.2133	937	024TB5K8092A		0.0369	145	1C01445	
1.1400	812	NAV318024T08		0.4718	123	0A223599014T	
0.2000	972	NAV318024T08		0.1179	247	0A223599014T	
0.6600	869	NAV318024T08		0.2948	573	613C39045D	
0.9000	69	609X09T80		0.0550	248	54XP00018	
0.1000	68	609X09T80		0.7077	633	54XP00018	
1.0000	317	FE00617T0026		0.4718	632	54XP00018	
4.1282	127	311E01715T80		0.1474	62	54XP00018	
1.4744	700	311E01715T80		0.0885	601	54XP00018	
1.7692	368	00009231832R		0.3538	926	M00S50T0	
0.4423	552	LEW635X63106		0.2359	662	M00S50T0	
0.6000	239	970PKG1X7E1		0.1754	842	N0041A30T010	
1.2532	855	170X634X21T0		0.0310	98	N0041A30T010	
0.2212	856	170X634X21T0		0.2948	898	35300PK4N003	
0.5897	845	170X634X21T0		0.2359	63	12802074FA	
TOTAL LINE	NO. OF SYND.	FOR LPSO USE ONLY		TOTAL LINE	NO. OF SYND.	FOR LPSO USE ONLY	
	8				8		

FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE	
1602		509		52801 30 4 81	
AMOUNT, PERCENTAGE OR PROPORTION		SYNDICATE	UNDERWRITER'S REF.	PAGE	AMOUNT, PERCENTAGE OR PROPORTION
PERCENT				3	PERCENT
0.1180	275	3228T80S52	0.1475	744	555009
0.0295	645	3228T80S52	0.6847	209	91791721X81
0.5897	108	51665E24T001	THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1981/ 4		
0.1475	438	EXXONXX69800			
0.0737	697	G31T0			
0.2948	707	P2789304XX			
0.4423	273	NAV302128T06			
0.1769	401	500N960947W			
0.1179	606	500N960947W			
0.4423	735	42127X99XT			
0.1474	178	42127X99XT			
0.1946	725	536S15716T0			
0.1475	804	04L14T80			
0.4423	868	30514T80X183			
0.2948	80	S15X15780XXR			
0.1770	829	G096X15T0S12			
TOTAL LINE		NO. OF SYND.	FOR LPSO USE ONLY		TOTAL LINE
		8			26.3429
					50
					5J
					26217

Lloyd's Policy

Code 4 USB

SC

R/N HAO26581

a/c. EXXON CORPN. et al.

12 mos. @ 1/1/81

[]
[]

J(A)



Lloyd's, London

CTS
MKT_Q201 - POLICY/MARKET LISTING (Direct)

21-Jan-1998 03:43 PM
Page 484

Assured : EXX EXXON CORPORATION
Policy Number : 1HB14850 Period : 01-JAN-81 To 01-JAN-82

Policy Layer : 3
Broker : 508 - C.T. BOWRING & CO., LTD.
Coinsurance :
Asbestos Costs : Pollution Costs : 1 Aggregate Extension :
Primary : 0
Comment :
Currency : USD - US DOLLARS
Policy Type : ZZZ - Unknown

Named Assured	Inception Date	Expiry Date
EXXON CORPORATION	01-JAN-81	01-JAN-82

Policy Limits

Type	Class	Qual	Value	Excess	Comments	Assured	OAD	CS
CSL	NP	000	15000000	20000000	20,000,000	EXXON CORPORATION	0	C

Assured : EXX EXXON CORPORATION
Policy Number : 1H814850 Period : 01-JAN-81 To 01-JAN-82

Placement Information

Slip No : 1

Involvement : 100.00000X

LPSO No : 52801 Date : 30-APR-81 Year : 1981
ILU No : PMH810140582904 Date : Year : 1981
LIRMA No : Date : Year :
LUNCO : LUCRO :
LACC : LCO :
Lead Syndicate : 933 Slip Leader : 933
Lead Company : TERRA NOVA INS
Aviation Code : Non-Marine Code : A Marine Code : Risk Code :

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
L	933	SYNDICATE 933	2.888700	024T85K8092A	S
L	937	SYNDICATE 937	.213300	024T85K8092A	S
L	812	SYNDICATE 812	1.140000	NAV318024T08	S
L	972	SYNDICATE 972	.200000	NAV318024T08	S
L	869	SYNDICATE 869	.660000	NAV318024T08	S
L	069	SYNDICATE 069	.900000	609X09T80	S
L	068	SYNDICATE 068	.100000	609X09T80	S
L	317	SYNDICATE 317	1.000000	FE0081770028	S
L	127	SYNDICATE 127	4.128200	311E01715T80	S
L	700	SYNDICATE 700	1.474400	311E01715T80	S
L	368	SYNDICATE 368	1.788200	00009231832R	S
L	662	SYNDICATE 662	.442300	LEW835X83108	S
L	239	SYNDICATE 239	.800000	970PKG1X7E1	S
L	856	SYNDICATE 856	1.253200	170X834X21T0	S
L	178	SYNDICATE 178	.147400	42127X88XT	S
L	725	SYNDICATE 725	.194800	538S15710T0	S
L	804	SYNDICATE 804	.147500	04L14T80	S
L	868	SYNDICATE 868	.442300	30514T8X183	S
L	080	SYNDICATE 080	.294800	S15X15780XXR	S
L	625	SYNDICATE 625	.177000	G08615T0S12	S
L	744	SYNDICATE 744	.147500	595009	S
L	208	SYNDICATE 208	.884700	91781721X81	S
O	T-NOVA	TERRA NOVA INS	.884700	81MH51101DA	S
O	GENRLI	GENERALI	.589700	804532C60701	S
O	TUREG	TUREGUM INS CO.	.442300	472833741	S
I	3890/D1	E & A MT A/C	.830000	80HP2858	X
I	3928/01	GENERALI	.689700	01720TDB003	S

CTS

MKT_Q201 - POLICY/MARKET LISTING (Direct)

21-Jan-1998 03:43 PM

Page 488

Assured : EXX EXXON CORPORATION

Policy Number : 1HB14850 Period : 01-JAN-81 To 01-JAN-82

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
I	3790/01	ROAD TRANSPORT & GEN	1.179800	49410XF1080	\$
I	SPHBRK	SPHERE DRAKE INS. CO.	1.179600	ODLAMS3280F	\$
I	3208/01	SCOTTISH LION	.294800	HF802573F40	\$
I	3582/03	BRITISH LAW	2.359000	HF80MS348	\$
I	3521/01	ROYAL	.589700	892M3050680	\$
I	3828/01	BISHOPSGATE 'F' A/C	.284800	98051415146	\$
I	AGF-UK	ASSURANCE GENERALES DE FRANCE, UK	.442300	L40334J0T94	\$
I	3888/01	IRON TRADES	.294800	ODLAMYD332X	\$
I	RIVTHM71	RIVER THAMES INS CO (FROM 1-JAN-1971)	.284900	00XX2020929	\$
I	THREAD	THREADEEDLE INS CO.	1.474000	FL66808L	\$
I	3332/01	DOWA INS CO (UK) LTD	.147500	QJU44A9154X	\$
I	3243/03	ICNA (UK) 'G' A/C	.884700	L1532RL400	\$
I	3285/02	MINSTER 2 A/C	.589700	55439	\$
L	858	SYNDICATE 858	.221200	170X834X21T0	\$
L	764	SYNDICATE 764	.589700	1C24708	\$
L	908	SYNDICATE 908	.073700	1C02615	\$
L	145	SYNDICATE 145	.036800	1C01445	\$
L	123	SYNDICATE 123	.471800	0A223588014T	\$
L	247	SYNDICATE 247	.117900	0A223598014T	\$
L	573	SYNDICATE 573	.284800	613C390450	\$
L	248	SYNDICATE 248	.059000	54XP00018	\$
L	633	SYNDICATE 633	.707700	54XP00018	\$
L	632	SYNDICATE 632	.471800	54XP00018	\$
L	062	SYNDICATE 062	.147400	54XP00018	\$
L	601	SYNDICATE 601	.088500	54XP00018	\$
L	926	SYNDICATE 926	.353800	M00S50T0	\$
L	662	SYNDICATE 662	.235900	M00S50T0	\$
L	842	SYNDICATE 842	.175400	N0041A30T010	\$
L	088	SYNDICATE 088	.031000	N0041A30T010	\$
L	898	SYNDICATE 898	.294800	35300PK4H003	\$
L	083	SYNDICATE 083	.235900	12B02074FA	\$
L	275	SYNDICATE 275	.118000	3228T80952	\$
L	645	SYNDICATE 645	.029500	3228T80952	\$
L	108	SYNDICATE 108	.589700	31665E24T001	\$
L	438	SYNDICATE 438	.147500	EXXONXX89800	\$
L	697	SYNDICATE 697	.073700	C31T0	\$
L	707	SYNDICATE 707	.294800	P2789304XX	\$
L	273	SYNDICATE 273	.442300	NAV302128T06	\$
L	401	SYNDICATE 401	.176800	500N860847W	\$
L	606	SYNDICATE 606	.117900	500N860847W	\$
L	735	SYNDICATE 735	.442300	42127X98XT	\$

Total : 39.704700 % taken by 68 lines.

LDN 310,584 EXXON 00063

CORNELL-2009-104(e)-000171

OTS
MKT_D2D1 - POLICY/MARKET LISTING (Direct)

21-Jan-1988 03:43 PM
Page 487

Assured : EXX EXXON CORPORATION
Policy Number : 1HB14850 Period : 01-JAN-81 To 01-JAN-82

Placement Information

Slip No : 2

Involvement : 100.00000%

LPSD No : Date : Year :
ILU No : H81 14060 29 APR Date : Year : 1981
LIRMA No : Date : Year :
LUNCO : LUCRO :
LACC : LCO :
Lead Syndicate : 833 Slip Leader : 833
Lead Company : TERRA NOVA INS
Aviation Code : Non-Marine Code : Marine Code : G Risk Code :

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
I	EXCESS	EXCESS INS CO.	.294900	A81058900000001	S

Total : 0.294900 % taken by 1 lines.

CTS
MKT_0201 - POLICY/MARKET LISTING (Direct)

21-Jan-1998 03:43 PM
Page 468

Assured : EXX EXXON CORPORATION
Policy Number : 1HB14850 Period : 01-JAN-81 To 01-JAN-82

Placement Information

Slip No : 3

Involvement : 100.00000%

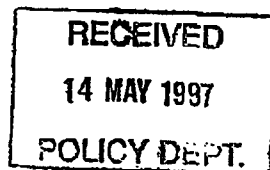
LPSO No : 82828 Date : 27-APR-81 Year : 1981
ILU No : Date : Year :
LIRMA No : Date : Year :
LUNCO : LUCRO :
LACC : LCO :
Lead Syndicate : 833 Slip Leader : 833
Lead Company :
Aviation Code : Non-Marine Code : A Marine Code : Risk Code :

Market Lines

Bureau	Insurer	Name	Line	Underwriter Reference	Status
L	219	SYNDICATE 219	2.782700	977P	S
L	190	SYNDICATE 190	2.318900	7942H02460FD	S
L	263	SYNDICATE 263	.927800	DXF6176XDDQ6	S
L	235	SYNDICATE 235	.371000	819851	S
L	235	SYNDICATE 235	.742100	881081	S
L	383	SYNDICATE 383	.048400	818V83	S

Total : 7.188700 % taken by 6 lines.

FACSIMILE COVER SHEET



Attention:	Paul Joslin
Company:	l.m.c.s.
Fax Number:	0171 338 0660
From:	Angela Hathaway
Date:	14th May 1997
Number of Pages:	2 (including Cover Sheet)

Subject/Message:

01303 850754

ORIGINAL REFERENCE PMH 81 014059 29 04 BUREAU LINE
 11.4455000
 BROKER 0509 BOWRING C T (FOR LONG FORM SIGNINGS)
 SIGNING REFERENCE BUREAU LINE

COMPANY LINE REFERENCE	COMPANY CODE	COMPANY NAME	COMPANY
0.8300000	3890 01 8	E & A M1 A/C	80HP2958
0.5897000	3928 01 6	GENERALI	01720TDB003
1.1796000	3790 01 1	ROAD TPORT	49410XF1080
1.1796000	3901 01 7	SPHERE GP 2	ODLAMS3290F
0.2948000	3208 01 9	SCOTT LION	HF802573F40
2.3590000	3562 03 8	BRIT LAW 1/1/76	HF80MS34B
0.5897000	3521 01 7	ROYAL	69ZM3050680
0.2948000	3828 01 9	BISHOPSGATE F A/C	98051415146
0.4423000	3359 01 4	A.G.F.	L40334JOT94
0.2948000	3989 01 3	IRON TRADES	ODLAMY0332X
0.2949000	3960 01 8	R THAMES C	OOXX2020929
1.4744000	3043 01 6	T.I.C.	FL66808L
0.1475000	3332 01 5	DOWA (UK)	OJU44A9154X
0.8847000	3243 03 2	ICNA (UK)	L1532RL400
0.5897000	3285 02 3	MINSTER 2 A/C	55439

DC909960 THERE ARE NO MORE DETAILS TO DISPLAY

#

Job : 48
Date: 10/30/2008
Time: 10:59:40 AM